

# **Maintenance Policy for the Low Rent, NAHASDA, and Mutual Help Housing Programs for the Housing Authority of the Kaw Tribe**

**Adopted on November 18, 2014 by Resolution Number 15-02**

## **Section I. Introduction – Purpose and Objective**

### **A. Purpose**

The purpose of the policy is to specify how the housing units within the jurisdiction of the Housing Authority of the Kaw Tribe will be maintained to provide a decent, safe, and healthy environment for tenants and homebuyers residing in the Kaw Housing Authority's housing. As a part of providing and maintaining a safe environment, Kaw Housing Authority is defining the key elements of an appropriate maintenance system through inspection, follow up and enforcement to ensure that all required maintenance procedures are documented properly and performed timely. The maintenance of the units will be performed in compliance with applicable housing codes and quality standards, as well as compliance with the requirements of the Native American Housing Assistance and Self Determination Act of 1996 (NAHASDA). As a part of this compliance, Kaw Housing Authority acknowledges that the effort to maintain housing will require participation of both the Housing Authority and the program participants. This policy is to document the requirements of each in assuring compliance with the stated goals to provide decent, safe, and healthy housing.

### **B. Objectives**

The Housing Authority of the Kaw Tribe's (KHA) maintenance policy objectives are:

1. Maintain all units in a decent, safe, and sanitary condition. In addition, maintain all facilities and equipment in a safe and workable condition to fulfill the intended functions.
2. Identify and correct any conditions that may lead to injury, accident, or health issues to residents or employees.
3. Conduct timely inspections, regular and preventative maintenance, timely repairs and replacements to ensure the structural integrity and safety of all housing and equipment.

## **Section II. Rental Unit Maintenance**

### **Rental Units**

#### **A. Responsibility of the Housing Authority of the Kaw Tribe**

The KHA will be responsible for maintaining all rental units in a safe and sanitary condition by performing regular inspections, preventative maintenance, and conducting all necessary repairs in a timely manner. KHA is also responsible for the long term planning of major renovations and modernizations. All operations will be done in an efficient manner in accordance with approved procurement and financial management policies.

## **B. Responsibility of the Tenant**

The tenant is obligated to the terms of the lease agreement including maintaining the rental unit in good condition through proper housekeeping and ensuring continuous utility service to prevent damage to the unit.

Tenants are responsible for the timely reporting of any damage to KHA as soon as possible. The tenant must call KHA in a timely manner and fully describe the situation and any visible damage. KHA will then assess whether the situation requires emergency repair procedures or can be repaired as a regular part of the maintenance. All reported repairs and maintenance requests will require a work order to be issued and adherence to the appropriate procurement policies.

Any damage caused by the tenant or guests/household members of the tenant will result in a charge to the tenant for repair. Any recurring repair issues that are determined to be the responsibility of the tenant will be charged to the tenant.

Any failure of the tenant to follow the above responsibilities may result in eviction proceedings as determined by the KHA Board of Commissioners. Each tenant will have the right to receive the policies upon request to KHA.

## **C. Preventative and Routine Maintenance Procedures**

1. Preventative and routine maintenance needs will be determined by the annual inspection of units so that the need for costly renovations will be reduced in future years. At least annually, the Maintenance staff will plan the service schedule for all items on the Annual Inspection Form developed by KHA which will include HVAC and related filters, smoke alarms, appliances, electrical outlets, light fixtures, and all other items deemed necessary for the creation of a safe environment for tenants. In addition to the above, all walls and wood surfaces will be inspected for condensation, dampness, and mold. Any deficiencies will require a work order to be completed so that the necessary repairs can be made in a timely manner.
2. Advance planning and scheduling by Maintenance Staff is necessary for orderly procurement in compliance with all required policies. The following items will be a part of the routine maintenance scheduling:
  - a. *Routine Maintenance Items* – Maintenance staff will perform routine, recurring maintenance tasks including minor repairs and replacements that are not a result of damage caused by the tenant.
  - b. *New Construction* – During the construction of new units, KHA will assign its maintenance staff to assist with inspections at various phases of construction. The purpose is to standardize equipment and parts to the greatest extent feasible so that the maintenance staff can monitor warranty items and maintain adequate stock for replacement and repairs. This will assist staff in maintaining the as-built specifications and reduce the need for multiple replacement parts for similar equipment.

- c. *Grounds maintenance* – Tenants will be responsible for cleaning and maintaining the grounds of their rental unit. This includes regular lawn mowing as well as keeping the yard free of trash and other debris including abandoned or junk cars.
- d. *Pest Control* – All units will be treated for pest control annually as a part of the routine maintenance services. Pest control treatments will be scheduled with tenants notified two weeks prior to service and again within 48 hours of pest control service. If units become badly infested, tenants will be required to participate in preventative training. During the routine inspection, staff will note the need for additional attention or tenant education. Any need to temporarily remove furniture, plants or food will be the responsibility of the tenant. Repeated violations may result in eviction proceedings against the tenant.
- e. *Sanitation Service* – All tenants are required to dispose of garbage in accordance with local requirements. Tenants are additionally responsible for the proper bagging of garbage. Burning trash or other debris is strictly forbidden and may result in eviction proceedings against the tenant. Compliance with all local environmental health regulations will be enforced.

**D. Non Routine Maintenance** – This includes all major repairs and/or improvements to units as well as necessary renovations.

- 1. *Damaged Units/Emergency* – If a unit is damaged extensively through no fault of the tenant, maintenance will notify the Executive Director and the Board of Commissioners to coordinate the relocation of the family as needed and to schedule the necessary repairs. Such damages may occur as a result of fire, flood, wind, storms, vandalism, or other acts outside the prevention and control of the tenant. Maintenance will assess damages to the unit and take appropriate protective action under the guidance of the Executive Director and Board of Commissioners. A written report with repair recommendations will be prepared for the review of the Board of Commissioners to determine the appropriate policies and procedures for repair/renovation. If the damage is determined to be the fault of the tenant, the tenant will be charged for the repairs and eviction procedures may begin.
- 2. *Insurance Claims* – KHA will be responsible for filing all insurance claims for rental units. KHA insures the dwelling only, as all tenants are responsible for insuring their own personal property. It is the responsibility of the tenant to notify KHA immediately of any potential claims or damage. Failure to do so will result in charges to the tenant for repairs and possible eviction proceedings.
- 3. *Renovations* – KHA will maintain all major renovation schedules for roof repairs, siding, replacement of floors, windows, doors, or cabinets, installation of new tubs and sinks, plumbing fixtures, and other major work. Tenants will be advised in advance of any planned renovations including the possible need for temporary relocation.
- 4. *Structural Changes* – KHA may change the structure of rental units if extensive renovation is already planned, or if a determination is made that structural change would benefit KHA's plan of operations, such as disability accessibility improvements. Tenants MAY NOT make any structural changes to any unit.

**E. After Hours/Emergency Response**

Emergency standby coverage will be scheduled and posted. KHA will assign a maintenance staff member to serve as the afterhours contact for any emergency assistance needs of the tenants. The emergency contact number is (580)362-6939. Such calls shall be limited to broken windows, broken water lines, power outages, HVAC issues, sewer/plumbing issues, or other emergencies threatening the health and safety of tenants or situations that create a liability for the property.

Maintenance staff will notify the Executive Director in instances determined to be emergencies, and will determine what is needed to repair the issue. KHA will have a list of preapproved contractors for use in emergency situations. The afterhour's maintenance contact will have the authority to determine if the situation is an emergency and to take necessary action. In addition, the maintenance contact will be required to file a work order and report of the situation on the next business day. All work orders and reports, as well as procurement will comply with KHA's approved policies and procedures.

**Section III. Homeownership Unit Maintenance**

**Mutual Help /Homeownership/NAHASDA**

**A. Responsibility of the Housing Authority of the Kaw Tribe**

KHA will enforce the Mutual Help and Occupancy Agreement (MHOA) and Homebuyer Agreement for homebuyers in the housing developments. Failure of the participant to meet their obligations under their MHOA or Homebuyer Agreement does not relieve the KHA of this responsibility. However, failure of the participant to meet these obligations after corrective action by the KHA may result in the participant's termination from the program. KHA will be responsible for filing all insurance claims for homeownership units. KHA insures the dwelling only, as all participants are responsible for insuring their own personal property. It is the responsibility of the participant to notify KHA immediately of any potential claims or damage.

**B. Responsibility of the Participant**

The participant will be responsible for all maintenance of the home including all repairs and renovations except structural deficiencies that are not caused by the participant. KHA is not obligated to pay for any maintenance to the home. KHA is not obligated to provide any maintenance to the home except in cases where the Housing Authority has determined that the condition of the property creates a hazard to the life, health, or safety of the occupants, or there is a risk of damage to the property if the condition is not corrected. If KHA has determined that the condition of the property creates a hazard or risk of damage, the homebuyer's MEPA account will be used to pay for the repairs required to correct the hazardous condition. If the homebuyer has no MEPA account, the participant will enter into a repayment agreement with KHA to pay for the repairs required to correct the condition. Failure of the homebuyer to enter into a repayment agreement or failure of the homebuyer to comply with the terms of the

repayment agreement may result in termination of the MHOA or Homebuyer Agreement and the termination of the participant from the program. KHA is not responsible for any cosmetic changes to the property or repair of cosmetic damage caused by the participant.

## **Section IV. Inspections**

### **A. Inspections – general**

NAHASDA Section 403(b) requires all recipients to conduct an initial inspection of all units constructed, acquired, and/or rehabilitated with Indian Housing Block Grant (IHBG) funds subsequent to the provision of such assistance, during the provision of such assistance, and prior to the occupancy of any participant. In the instance of owner occupied housing, inspection must be done upon the completion of the rehabilitation work. NAHASDA Section 403(b) also requires recipients to conduct on site inspection of all assisted housing, including Mutual Help units, NAHASDA units, and rental units, at least annually.

### **B. Annual Inspections**

1. The purpose of the ongoing Annual Inspection is to ensure that all occupied units in each housing development meet basic minimum standards to meet the goals of providing decent, safe and healthy environment for residents. The approved checklist developed by KHA will be used to perform the inspection. Participants will be given at least 14 days notice of scheduled inspection and shall participate in the inspection. The tenant will have two chances to schedule the inspection. Any additional cancellations will result in the KHA inspection proceeding without the participant on site. Upon completion of the inspection, KHA staff will review findings with the participant and establish a plan to correct any deficiencies noted. Participants will be charged for any damages beyond normal wear and tear.
2. If the unit is damaged due to negligence and determined to be unsafe for continued occupancy, KHA will require the participant to undergo training before being re-admitted to the unit. If major repairs are necessary, the charges will be the participant's responsibility. The cost estimate and payment plan will be discussed and signed by the participant prior to the start of work. Failure to comply with these standards may result in the participant's termination in the program.

### **C. Emergency Inspections**

1. Emergency maintenance is any maintenance task performed in response to an unanticipated defect endangering life or property. Emergency situations have the highest priority of all maintenance work. Examples include, but are not limited to: fire, gas leak, electrical hazards, individual unit power failure, water leaks or broken water lines, sewage issues, and HVAC issues. In the event of an emergency situation, it may be necessary for KHA staff to enter units without advance notice. If an emergency situation occurs and the participant is not available, a follow up written notice will be attached to the front door explaining the reason for entry. If KHA does

not have a current key to the unit, the participant will be charged any costs necessary for KHA staff to enter the unit.

2. In addition to the above emergency situations, KHA staff has the right to enter any unit owned by KHA without notice for suspected abandonment, discontinued utilities, criminal activity, or when severe damage is evident.

**D. Unscheduled Inspections**

Unscheduled inspections may include coordination with Law Enforcement, Child Protective Services, Social Services, or any other agency that has obtained prior approval from the KHA for such inspection. Entry will not be made without notifying the resident in writing. Participant's failure to respond will not prevent the inspection.

**E. Move In Inspection**

Once a participant has been selected for a program and assigned to a unit, a move in inspection will be scheduled to ensure the unit is in satisfactory condition. The inspection will follow the guidelines and checklist approved by the KHA Board of Commissioners, and will be completed by both KHA staff and the participant. Any deficiencies noted will require a work order detailing the deficiencies noted so that repairs can be conducted in accordance with KHA's Maintenance Policy and Procurement Policy. All inspection and repair records will be kept in the participant's file. Failure of the participant to comply with move in inspection requirements may result in participant's termination from the program.

**F. Move Out Inspection**

All move out inspections will be conducted using the approved checklist and results will be compared to the move in and annual inspections to verify that all maintenance required was performed. Any additional deficiencies not caused by normal wear and tear will be charged to the participant. The completed checklist should be signed by KHA staff and the participant. The report will be used to prepare work orders detailing all required repairs and maintenance so that all deficiencies can be corrected in accordance with KHA's Maintenance Policy and Procurement Policy. Upon completion of necessary repairs, the unit will be placed back into service.

**G. Warranty Inspection**

Warranty work and inspections will be completed as required. Failure of the participant to comply with these inspection requirements may result in the participant's termination from the program. All Homebuyers will be given a 6 month warranty on their unit at the time of move in. All covered damages during the warranty period will be paid by KHA.

**Section V. Work Orders**

**A. Work Orders**

Maintenance staff will perform all required maintenance by an approved work order. Participants may fill out a maintenance request form at the KHA office or by calling the KHA office if it is an emergency. The participant will provide the name of the head of household, the unit number, a description of the problem, and will sign the maintenance request form. If the repair needed is an emergency, the participant is required to report that as soon as they become aware of the problem. After the participant has completed and signed the Maintenance Request form, KHA will enter the request into the HDS system and a work order will be generated. A copy of the work order will be used to complete the procurement process as required in the Procurement Policies approved by the Board of Commissioners. Once a contractor is selected, a purchase order will be generated, and the Contractor will be notified and given a Purchase Order number. The contractor will then schedule the work to be performed with the participant. Upon completion of the work, the participant will sign the work verification document provided by the vendor. The vendor will provide a copy of the signed order, purchase order number, and invoice for payment to KHA. Prior to KHA paying vendor invoices, KHA maintenance staff will inspect the vendor's work. The completed work order will be filed in the tenant file and the unit file as required, and the system work order will be closed as complete. At least monthly, staff of KHA will run a computer generated list of open work orders to verify that all requests have been either completed or scheduled.

- B.** Maintenance staff will determine the priority of the work order and assign staff or contact a qualified contractor as required. The priority for work orders and expected response times established are as follows:
1. Emergency – Life threatening or extreme property damage – Immediate response
  2. Urgent – Major inconvenience to resident or property damage – Same Day response
  3. Vacancy Preparation – Ready a unit for occupancy – Within one week
  4. Routine – Resident or management request – Within two weeks
  5. Preventative – Planned and seasonal maintenance – As schedule permits, but not longer than 30 days

## **Section VI. Maintenance Charges**

- A.** KHA will charge tenants and participants for all work orders that are determined to be the fault of the tenant. In addition, all Homeowner program participants will be charged for all maintenance except to correct a structural deficiency that was not caused by the participant. Charges will include the costs of materials, labor, and contractor charges. Estimates may be provided at the participant's request.
- B.** Normal wear and tear of a rental unit will not be charged to the tenant. All repairs for wear and tear in the homebuyer's program and repaired by KHA maintenance will be charged to the participant. Participants in the homebuyer's program are not required to use KHA staff for repairs and may contact a vendor directly. The participant will be responsible for payment in all cases where they contract directly with the vendor.

## **Section VII. Maintenance Staff**

- A. KHA will provide relevant training for all maintenance staff. Training will be either on site or through a recognized and experienced program and will include all responsibilities of the maintenance staff, as well as providing updates for any new requirements. Staff will attend training at least annually, or more often as required.
  
- B. Each maintenance person will be assigned a basic kit of tools as approved by the Board of Commissioners for which he or she will be responsible. Lost or damaged tools will be replaced at employee expense unless otherwise determined.

## **Section VIII. Use of Contractors**

Installation of electrical, plumbing and mechanical work must be performed by a licensed contractor. All other requirements for procurement of contractor services are found in the Procurement Policy approved by the Board of Commissioners.